

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"



Tim Gallagher, Director

August 17, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NUMBER 1 TO
PARK MAINTENANCE SERVICES AGREEMENT NUMBER 73722
TO INCREASE THE CONTRACT AMOUNT FOR MAINTENANCE OF THE
NEWLY CONSTRUCTED FACILITIES AT ADVENTURE PARK
(Fourth District - 3 Vote Matter)**

IT IS RECOMMENDED THAT YOUR BOARD:

- 1 Find that the approval of Amendment Number 1 to Park Maintenance Services Agreement Number 73722 is categorically exempt from the California Environmental Quality Act (CEQA).
2. Approve and instruct the Chairman to sign the attached Amendment to Park Maintenance Services Agreement Number 73722 with Azteca Landscape to increase the contract amount by \$29,018 to \$77,191 to include the maintenance of a recently constructed gymnasium, an expanded community building, and newly installed planters.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 4, 2001, your Board approved a park maintenance services agreement with Azteca Landscape to provide park maintenance services at Adventure Park. Due to the completion of recent capital improvement projects, which included construction of a new gymnasium, refurbishment of an existing community building and patio area, and installation of new planters, there is a need to amend the current agreement to include these new areas in the contracted scope of work. The addition of these new maintenance services will result in an increase to the contract amount.

Implementation of Strategic Plan Goals

The proposed amendment will further the Board-approved County Strategic Plan Goal 4, Fiscal Responsibilities, by continuing the Department's contracting effort with the private sector in delivering park maintenance services through the most cost effective means possible. It will also further Goal 6, Community Service, by providing a new facility that will be available for a wide range of services in response to specific community needs.

FISCAL IMPACT/FINANCING

As the maintenance of the park is provided through a contract and there is no Departmental maintenance staff specifically assigned to the facility, the contractor's annual cost of \$29,018 represents a cost savings of \$16,206, or 35.83 percent, over the estimated County costs to provide the additional services. Approval of this amendment would increase the total contract sum from \$48,173 to \$77,191 annually.

Sufficient funding is available in the Department's 2004-05 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On December 4, 2001, your Board approved Park Maintenance Services Agreement Number 73722 with Azteca Landscape to provide park maintenance services at Adventure Park. The recently constructed facilities, which were opened to the public on July 28, 2004, can be added to the existing contract to provide maintenance services for these facilities

These new facilities include a new 11,994 square foot gymnasium which includes showers, restrooms, and an office; a refurbishment of an existing community center to upgrade the kitchen amenities; refurbishment of the outdoor patio area and installation of new planters.

As provided by the agreement, your Board may authorize compensation to increase the contractor's level of maintenance due to the inclusion of newly developed landscaped areas and/or appurtenant structures within the existing contract facilities. The increase in the contract sum for this facility exceeds the Department's delegated authority to amend the contract. The effective date for the contractor to provide the increased service will be upon your Board's approval.

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The term of the agreement is for two (2) years with three (3) one-year option periods. In November 2003 the Department exercised the first one-year option period extending the agreement through December 3, 2004.

Azteca Landscape has executed the attached amendment and County Counsel has approved the amendment as to form.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT

The approval of this contract amendment is categorically exempt under the California Environmental Quality Act (CEQA) under Section 15301(h) of the Guidelines for the Implementation of the California Environmental Quality Act and Class 1(j) of the Environmental Document Reporting Procedures and Guidelines, which your Board adopted on November 17, 1987.

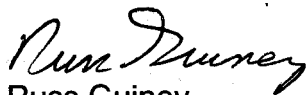
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The park maintenance services are currently being provided by Azteca Landscape; therefore, there will be no employee impact to existing staff.

CONCLUSION

It is requested that a certified copy of the action taken by your Board and a fully executed copy of the attached amendment be mailed to Azteca Landscape, Attention: Ms. Aurora Farias, 1910 South Archibald Avenue, Suite N, Ontario, CA 91761-8501. It is also requested that two (2) conformed copies be forwarded to this Department.

Respectfully submitted,



Russ Guiney
Interim Director, Parks and Recreation

RG:lg (Adventure brdletter8-2)

Attachments

c: Executive Officer (22)

**AMENDMENT NUMBER 1 TO AGREEMENT NUMBER 73722
FOR PARK MAINTENANCE SERVICES FOR ADVENTURE PARK**

THIS AMENDMENT NUMBER 1 TO THE PARK MAINTENANCE SERVICES AGREEMENT, made and entered this _____ day of _____, 2004

BY AND BETWEEN THE

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County",

AZTECA LANDSCAPE, hereinafter referred to as "Contractor" for park maintenance services, hereinafter referred to as "services" for **Adventure Park**, hereinafter referred to as "facility".

RECITALS

WHEREAS, on December 4, 2001, the County Board of Supervisors (the Board) approved Agreement Number 73722 (the Agreement) with Contractor for the provision of park maintenance services for Adventure Park; and

WHEREAS, the County has constructed a new gymnasium, expanded the existing community building, and installed new planters at Adventure Park which require maintenance;

WHEREAS, pursuant to Paragraph 7.02.02 of the Agreement, compensation may be authorized by the Board to increase the Contractor's level of maintenance due to inclusion of newly developed landscaped areas and/or appurtenant structures within existing facilities identified in Exhibit A, Statement of Work, of the Agreement; and

WHEREAS, the County and Contractor agree to amend the service requirements as set forth in Exhibit A, Statement of Work, of the Agreement to include additional tasks and frequencies relating to the maintenance of the gymnasium, expanded community building, and new planters;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

CONTRACTOR'S SERVICE

The Contractor shall provide the required park maintenance services for the gymnasium, community building, and new planter areas in the manner and form described in Exhibit A, Statement of Work, Section II, "On-Going Maintenance Tasks", of the Agreement and consistent with the attached Exhibit B-1, Supplemental Pricing and Billing Schedule, and with Exhibit B, Pricing and Billing Schedule, of the Agreement.

COMPLIANCE WITH DISPLACED JANITOR OPPORTUNITY ACT

Add Paragraph 51 as follows:

This contract is subject to the provisions of the Displaced Janitor Opportunity Act (California Labor Code Sections 1060 – 1065) because it is a contract for janitorial or building maintenance services performed within the State of California entered into on or after January 1, 2002.

Under this Act, as specified in detail in the provisions therein, a successor contractor or successor subcontractor shall retain, for a 60-day period employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract.

RATIFICATION

All other terms, conditions, covenants and promises of the Agreement not affected by this Amendment Number 1 shall remain in full force and effect and are hereby reaffirmed.

EFFECTIVE DATE

The effective date of this Amendment Number 1 shall be the date, month, and year first written above.

IN WITNESS WHEREOF, the Contractor has executed this Amendment Number 1 to Contract Number 73722, or caused it to be duly executed, and the County, by order of its Board of Supervisors, has caused this Amendment Number 1 be executed on its behalf by the Chairman of said Board, and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, on the date, month and year first written above.

CONTRACTOR

Azteca Landscape

By 
Aurora Farias, President

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:


VIOLET VARONA-LUKENS

Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By 
Helen S. Parker, Principal Deputy

STATE OF CALIFORNIA }
 } s.s.
COUNTY OF LOS ANGELES }

On this 4th day of August, 2004,
before me, Conny B. McCormack, the Registrar-Recorder/County Clerk of the County of
Los Angeles, personally appeared AURORA FARIAS, as
the President of Azteca Landscape
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person whose name is subscribed to the within instrument and acknowledged to me that
the person executed the same in his/her authorized capacity, and that by his/her
signature on the instrument the Corporation upon behalf of which the person acted,
executed the instrument.

WITNESS my hand and official seal.



Conny B. McCormack
Registrar-Recorder / County Clerk
County of Los Angeles

By

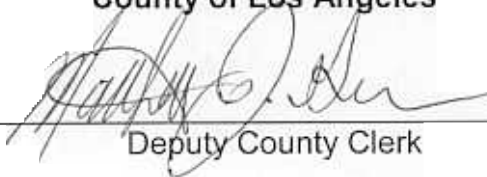

Deputy County Clerk

EXHIBIT B-1 SUPPLEMENTAL PRICING AND BILLING SCHEDULE

FACILITY: Adventure Park
10130 South Gunn Avenue, Whittier

All specifications are identified in Exhibit A, Statement of Work, of the Contract. All costs associated with the increased service requirements authorized by the Amendment and indicated below are in addition to the costs previously approved by the Board on December 4, 2001.

<u>TASK</u>	<u>Increased Frequency</u>	<u>Cost per Frequency</u>	<u>Additional Annual Cost</u>
1. Planter Areas Maintain new planter areas surrounding gymnasium, community building and the community building patio area (once per week).	52	\$30.00	\$1,560.00
2. Community Building			
a. Food Service Room and Kitchen Maintain area per Specification No. 58; increased from current Level II (3 days per week) to Level I (5 days per week, Monday - Friday).	104	\$10.00	\$1,040.00
b. Patio Barbecue and Sink Area Maintain area per Specification No. 58, 3 days per week (Monday, Wednesday, Friday)	156	\$10.00	\$1,560.00
3. Gymnasium Building Basic overall interior building maintenance to be performed at Level II, 3 days per week (Monday, Wednesday, Friday) in conjunction with the gymnasium floor maintenance.			
a. Periodic Interior Building Maintenance			
Once per Week	52	\$138.46	\$7,200.00
Once per Month	12	\$300.00	\$3,600.00
b. Interior Restroom Maintenance			
Daily Maintenance performed pursuant to Specification No. 66			
October through May, once per day	242	\$1.00	\$242.00
June through September, twice per day (First cleaning prior to 8:00 a.m.; second cleaning after 1:00 p.m., but prior to 2:30 p.m.)	122	\$2.00	\$244.00
Weekly Maintenance performed pursuant to Specification No. 67	52	\$2.00	\$104.00
c. Shower and Locker Rooms Maintained 3 days per week (Monday, Wednesday, Friday) using appropriate steps identified in restroom maintenance procedures.	156	\$15.00	\$2,340.00

EXHIBIT B-1 SUPPLEMENTAL PRICING AND BILLING SCHEDULE

<u>TASK (continued)</u>	<u>Increased Frequency</u>	<u>Cost per Frequency</u>	<u>Additional Annual Cost</u>
d. Floor Maintenance to be performed 3 days per week (Monday, Wednesday, Friday) pursuant to Specification No. 61 and in conjunction with the basic overall interior building maintenance. County is to provide chemical cleaning material designed for the type of flooring.	156	\$50.00	\$7,800.00
e. Hose off exterior of building and adjacent plants Maintenance to be performed once per week per Specification No. 64.	52	\$50.00	\$2,600.00
4. Site Inspection, Management, and Supervision			
a. Site Inspection and Reporting Service performed pursuant to Specification No. 68	364	\$1.00	\$364.00
b. Management and Supervision Service performed pursuant to Specification No. 69	364	\$1.00	\$364.00
Total Annual Costs for New Improvements			=====
			\$29,018.00
Total Annual Estimated Man-Hours			2,000
			=====